



CPA/ACCOUNTANT APPOINTMENT FORM

Fax To: 703-832-8685
(Private Digital Fax)

Personal & Confidential Agent Information		**ALL Information is Required** Print Legibly	Date Completed
Name (first, middle, last)		Birth Date	Social Security Number
Home Address (include apt. or unit #)		City, State, Zip	
Home Phone Number ()		EMAIL Address (primary):	
Business/Employer		Corporate Title	
Business Address (MUST have physical address – NO PO Box Addresses)		City, State, Zip	
Business Phone Number ()	Business Fax Number ()	Cell Phone Number ()	



NISS Pro® AUTHORIZED CPA/ACCOUNTANT AGREEMENT

This Agreement is between _____ (referred to as “you,” “your,” and “Agent”) The NISS Foundation, Inc. (referred to as “we,” “our,” “us” and “NISS™”). List any affiliated or owned company: _____
 FEIN# _____ - _____

I. RELATIONSHIP

1. Your relationship with NISS™ is as an independent contractor and not as an employee.
2. You are free to exercise your own judgment in determining when, how and to whom you refer to The NISS™.
3. You agree to NEVER compete with NISS™ or convey any learned operational information to those that may attempt such.
4. You agree to only utilize the NISS™ brand with permission and license of NISS™ as authorized.

II. DUTIES

We authorize you to:

1. Solicit, submit, and refer business for participants/ annuitants for participation in NISS™. This means that NISS™ will handle ALL NISS Asset Exchanges/Charitable Installment Bargain Sale advising details.
2. NISS™ shall ALWAYS pay the initial premium by way of assignment for any policy sold. NISS™ shall serve as the OWNER of each application made.
3. NISS™ shall ALWAYS deliver all monies received/collected for NISS™ participants/annuitants to the insurance carrier/financial institution to secure and protect us, the NISS Foundation, Inc. the fiduciary responsible to hold and distribute all such money until delivery thereof.
4. Make such reports and complete such training as we deem necessary for efficient understanding of NISS Asset Exchanges/Charitable Installment Bargain Sale through NISS™ and full compliance with laws, regulations and our policies and procedures of the appointed state(s) of record.

III. LIMITS ON AUTHORITY

You DO NOT have the authority to and you SHALL NOT:

1. Interfere with any person’s business relationship with NISS™.
2. Incur any debts or liabilities against us, in our name or on our behalf.
3. Represent that you are an employee or a joint venturer of NISS™, other than use of the term “NISS Pro™”.
4. Accept risks, make contracts or bind NISS™ in any way.
5. Promise reinstatement of any policy, coverage, or investment or promise matters allowable only by administrators of NISS™.
6. Allow extra time to fund an investment, make payments, or communicate with the insurance carrier FOR ANY REASON. NISS™ shall ALWAYS have primary communication duties with the insurance carrier or financial institution used.
7. Give annuitants, applicants, participants, or insured’s credit in any way.
8. Start legal actions in our name.
9. Use any sales aids, brands, or advertising materials, other than those we supply or authorize to be allowable for use, without our express written approval.
10. Personally pay any client/annuitant/participant (rebate) for their participation in NISS™.
11. Collect any monies unless we so authorize it. The reason for this is to insure any funds collected are executed correctly.

Initial: _____



III. LIMITS ON AUTHORITY (cont'd)

12. Endorse any negotiable instrument intended for or made payable to NISS™.
13. Compete with NISS™ by way of the creation of your own Asset Exchange/Charitable Installment Bargain Sale or marketing materials, sales aids, or presentation materials to include legal offers and illustrations from NISS™.
14. Divulge any learned proprietary, protected, or operational details of NISS™.
15. In any way defame NISS™ or NISS™ employees or those that represent such.
16. Impede our ability to service our clients once they become participants to NISS™.
17. In any way make claim that NISS™ participants are deemed your exclusive clients. NISS™ participants are the property of NISS™ and it is NISS™ that becomes your client as NISS™ is the buyer of any placed funds.

IV. TERRITORY

You do not have an exclusive territory nor may claim such. However, we will do our best to protect alliance and planner relationships that are established by NISS Pros™ to assure they are properly given the credit they deserve.

V. COMPENSATION

1. For your services to us, you will receive a referral fee of \$2,500 for any transaction under \$1,000,000 and \$5,000 for any transaction over \$1,000,000 per for each client referred to us once the investment has been funded and paid by the insurance carrier.
2. We reserve the right to can change the referral fee or replace it with a new or different fee at any time. Changes or replacements will not affect business applied for or sold prior to the effective date of the change or replacement.
3. No referral fees will be made until the investment is funded by the participant/annuitant to NISS™.

VI. GENERAL PROVISIONS

1. *Personal Liability.* You agree to indemnify us and hold us harmless from all losses, expenses, costs or damages we incur resulting from your acts or omissions and those of any agents you may manage. **YOU WILL NOT DIRECTLY ADVISE** to NISS Asset Exchange™/Charitable Installment Bargain Sale® activities and leave such advisement to NISS™ and NISS™ legal counsel.
2. *Expenses.* You agree to be solely responsible for all your expenses and those of any sub-agents you may manage.
 - This includes mailing and courier costs surrounding the delivery of client correspondence and proposals.
3. *Loans.* NISS™ does not make loans for any reason at any time to appointed agents.
4. *Indebtedness.* Any amount you owe is a first lien on any amounts payable to you under this Agreement until your debt to us is fully paid. This may apply for any NISS™ marketing collaterals, etc.
5. *Waiver.* Our failure to strictly enforce any provision of this Agreement will not be interpreted as a waiver of such provision.
6. *Modification.* Any change to any part of this Agreement must be in writing and approved and signed by our President.
7. *Assurity of Property.* You agree to return all of our property upon demand or at this Agreement's termination. "Our Property" includes, without limitation, all manuals, supplies, applications, audio-visual materials, computer hardware and software and advertising and sales materials supplied by us and not owned by you.
8. *Assignment.* You cannot assign this Agreement or compensation payable hereunder unless we agree in writing in advance.
9. *Endorsement by Company.* You agree that we may, and you authorize us to, endorse and deposit to our account any negotiable instrument made payable to you in payment of any outstanding debt, should a debt be owed.

Initial: _____



VI. GENERAL PROVISIONS (cont'd)

10. *Governing Law.* This Agreement is subject to and is to be enforced and interpreted according to North Carolina law. All questions regarding this Agreement shall be determined in North Carolina, as NISS™ (The NISS Foundation, Inc.) is a North Carolina, non-profit organization and recognized federally as a public foundation/charity under 501(c)(3).
11. *No Change of Marketing Materials.* You agree to NEVER reproduce or attempt to amend, change or otherwise distort NISS™ marketing or training materials to you or those for distribution to the general public.
12. *Planning Responsibility.* We agree to take on the full planning responsibility with NISS™ adjoined legal counsel so to assure the client they have a single point of authority and responsibility.
13. *Proposal Requests.* NISS™ will not process any Proposal Requests submitted by You until the Appointment form(s) and have been received by us and processed.

VII. TERMINATION

This Agreement may be terminated:

1. *By Notice.* You or we can terminate this Agreement by giving written notice to the other party.
2. *Upon Your Death.*
3. *For Cause.* We may terminate this Agreement immediately and without prior notice for any reason so long as done in writing.
4. *Non-Compete.* Upon termination, it is agreed that a non-compete status shall remain for a duration of 36 months from the issued termination date.

This Agreement supersedes any and all previous Agreements that may have been made between you and us and is determined to be the entire Agreement between you and us.

ACCEPTED:

By: _____ DATE: ____/____/_____
 Signature of Intended NISS Pro® (CPA/Accountant)

REFERRED BY: _____

AUTHORIZED:

By: _____ DATE: ____/____/_____
 Authorized Representative
 for: The NISS Foundation, Inc. (NISS™)

This Agreement is effective ____/____/____ (certified date entered by NISS™ home office ONLY)

National NISS Pro® # _____
 (Issued & Provided by NISS™)